Memorable Moments Photo Contest
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.

1. **Eligibility:** The Memorable Moments Photo Contest (“Promotion”) is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older and located in the U.S. at the time of entry. National Geographic Partners (“Sponsor”), Disney Destinations, LLC (“Disney”), EngageSciences (“Promotion Administrator”), and their respective parents, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees and agents (collectively, “Promotion Parties”), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible. Void elsewhere and where prohibited by law. If you are a deemed a minor in your state of residence (“Minor”), you must have the consent of your parent or legal guardian to participate in this Promotion. Proof of consent may be required at any time. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Promotion (“Official Rules”).

2. **Promotion Period:** Promotion begins at 12:00 p.m. Eastern Time (“ET”) on January 26, 2016 and ends at 11:59 p.m. ET on March 28, 2016 (the “Promotion Period”).

3. **How to Enter the Promotion:** During the Promotion Period visit www.nationalgeographic.com/memorablemoments (the “Website”) and click on the link on the home page to locate and complete the online official entry form. Follow the on-screen directions to enter the Promotion, upload a photo of your most memorable family moment (“Photograph”), complete all required fields and click submit to enter. If you choose to upload a Disney Parks memorable memory, photo must have been taken prior to 2016. This process, when properly completed, will constitute your “Entry” into the Promotion. Entries must follow the submission requirements set forth below and comply in all respects with these Official Rules. All Entries are subject to a review by Promotion Administrator and Sponsor prior to posting online.

   By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth below and with all of these Official Rules, and agree that the Promotion Administrator or Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Promotion if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way. You may enter as often as you wish, but each photo must be different and submitted separately. NO LIMIT PER PERSON/ EMAIL ADDRESS.

4. **Conditions of Submission:**

   a. **Submission Guidelines:**

      1. The Photograph submitted must be created by the entrant alone.

      2. The Photograph must be entrant’s original creation; modifying, enhancing or altering a third party’s preexisting work does not qualify as an entrant’s original creation.

      3. Photographs may be in color or black-and-white. Photographs must be formatted as .jpg, or .png files, and each Photograph can be a maximum of 5 MB in size.

      4. Photographs must be digitally submitted. Submissions in any other manner (e.g., via mail or email) will be disqualified. The Photograph need not be taken with a digital camera; scans of negatives, transparencies or photographic prints are acceptable.

      5. For Photographs taken at Disney Parks, Photographs must have been taken prior to 2016 and must not show any violations of any Disney safety guidelines including, without limitation:

         i. No part of a guest’s body may be outside the vehicle area.

         ii. No images of a guest riding rides with arms raised (e.g. on a rollercoaster) can be included.
iii. Guest cannot be visibly turned around in their seat to film while on an attraction.

iv. Guest should be facing forward, safety belt/bar securely in place, no extreme leaning out of the vehicle, etc.

v. Guest on attractions must be following all height restrictions.

b. **Additional Conditions of Submission:** Any Entry which Promotion Administrator or Sponsor, in its sole opinion, deems to be inappropriate for publication or inclusion in this Promotion will not be considered or displayed and the corresponding entrant will be disqualified. Entry cannot, in the opinion of the Promotion Administrator or Sponsor: (i) be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead without permission; (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (ix) depict, or be in violation of any law. By submitting an Entry each entrant represents and warrants that: (i) his/her Entry is the sole and original creation of the entrant or entrant owns all rights in the Photograph and Entry has not been copied in whole or in part from any other work; (ii) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) the Entry is the sole and exclusive property of the entrant; (iv) the participants depicted in the Entry (if any) have given written consent to its submission into the Promotion and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Promotion Administrator or Sponsor; (v) the Entry has not been previously published; (vi) entrant owns or otherwise has rights to use all elements of the Entry; (vii) entrant is the parent or legal guardian of all persons under the age of majority in the jurisdiction in which they reside who appear in the Photograph (other than entrant, if applicable); (ix) Entry has not won previous awards; and (x) publication of the Entry via various media including, without limitation, web posting, will not infringe on the rights of any third party. Each entrant will indemnify and hold harmless the Promotion Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR’S WEBSITE, IN SPONSOR’S DISCRETION. Posting of an Entry is not an indication that the Entry has won a prize or is otherwise eligible for a prize. By entering the Promotion, all entrants retain copyright in their submitted Photographs, but grant a royalty-free, irrevocable, perpetual, worldwide non-exclusive license to Sponsor, Disney, Promotion Administrator, and their licensees (“Authorized Parties”), to use, reproduce, distribute, display and create derivative works of the submitted Photographs (along with a name credit) in connection with the Promotion and promotion of the Promotion, in any media now or hereafter known. Entrants consent to the Authorized Parties doing or omitting to do any act that would otherwise infringe the entrant’s “moral rights” in their entries. Display or publication of any submitted Photograph on an Authorized Party’s website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Promotion, and pictures or likenesses of Promotion entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

By submitting a Photograph, entrants agree to indemnify and hold harmless Authorized Parties from and against any and all damages, claims, liabilities, judgments and costs including without
limitation reasonable attorneys’ fees and pay all losses and expenses of any kind whatsoever, which may be incurred by, obtained against or imposed upon Authorized Parties by reason of or arising out of the breach or claimed breach of any of entrant’s representations and/or warranties herein contained and/or the Authorized Parties’ use of the Photograph(s) as authorized herein.

By entering the Promotion, you agree that your Entry is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Promotion Administrator and Sponsor reserve the right, in their reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry prior to any judging period.

5. Releases: If the Photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the Photograph, the entrant is responsible for obtaining, prior to submission of the Photograph, any and all releases and consents necessary to permit the exhibition and use of the Photograph in the manner set forth in these Official Rules without additional compensation.

Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the Photograph submitted, and/or from the owner of any material that appears in the Photograph, authorizing Authorized Parties to reproduce, distribute, display, and create derivative works of the Entry in connection with the Promotion and promotion of the Promotion, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Promotion and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the Photograph, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the Entry in connection with the Promotion and promotion of the Promotion, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the Photograph, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the Entry in connection with the Promotion and promotion of the Promotion, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

6. Winner Judging: All eligible Entries received during the Promotion Period will be judged by a qualified judge on the basis of the following: Execution of Theme (40%), Creativity & Originality (30%); and Photographic Quality (30%) (individually and collectively the “Judging Criteria”). The entrant whose Entry achieves the highest total score, across all Judging Criteria shall be deemed the Grand Prize winner. In the event of a tie,
the tied entries will be re-judged by the judge using the same criteria. If there is a subsequent tie, tie breaker will be based upon the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria in order, as needed, to break the tie. Winner will be determined on or about April 25, 2016.

7. **Prizes and Approximate Retail Values (“ARV”):** One (1) Grand Prize will be awarded: one (1) vacation package for six (6) persons for four (4) nights and five (5) days at the Walt Disney World® Resort, consisting of:

   a. Six (6) round trip coach airfares between the major United States gateway airport closest to winner’s residence (as determined by Disney in its sole discretion) and the Orlando International Airport; provided, however, if winner resides within 250 miles of the Walt Disney World® Resort, airfare will not be provided.

   b. Six (6) round trip ground transfers between the Orlando International Airport and the Walt Disney World® Resort via Disney’s Magical Express Service; provided, however, if winner resides within 250 miles of the Walt Disney World® Resort, ground transfers will not be provided.

   c. Room accommodations consisting of one (1) two-bedroom suite or villa (with a maximum of six (6) persons) for four (4) nights at a hotel at the Walt Disney World® Resort selected by Disney in its sole discretion.

   d. Six (6) 5-Day Magic Your Way Tickets with Park Hopper® Option.

   e. One (1) Disney Gift Card with a value of $750.00. Subject to restrictions.

   f. One (1) Memory Maker product which includes unlimited Disney PhotoPass® Service photos including those taken at select attractions and dining locations.

   g. One (1) Disney Character Dining experience for six (6) persons in a location selected by Disney in its sole discretion (subject to availability). A Disney Gift Card will be provided to cover the expense of this experience. Subject to restrictions.

   h. One (1) welcome basket in winner’s hotel room at the Walt Disney World® Resort.

   i. One (1) Disney Character greeting with photo opportunity.

   j. VIP viewing for one (1) Disney Theme Park parade or show for six (6) persons. Parade and/or show selection and date of experience is at the discretion of Disney. Based on availability. Restrictions apply.

   k. Services of one (1) Disney VIP Guide for eight (8) hours on one (1) day.

   l. One (1) hour motorized boat experience for six (6) persons (restrictions apply) in a location selected by Disney in its sole discretion.

Winner’s travel companions must have reached the age of majority in their state of residence, unless the winner is the parent/legal guardian of the travel companion, or the minor’s parent/legal guardian is also a travel companion. Actual value of trip prize will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. Winner and travel companions must travel on the same itinerary and travel companions must sign travel releases prior to ticketing. Winner and travel companions must complete the trip between 4/30/2016 and 4/30/2017 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Trip is subject to space availability and blackout dates. Travel must be round-trip. All travel arrangements/accommodations at Sponsor’s sole discretion. If, in the sole judgment of the Sponsor, air travel is not required due to winner’s proximity to prize location, ground transportation may be substituted for round-trip air travel. All travel expenses not specifically listed, including but not limited to, transportation between winner’s home and major closest airport (as determined by Sponsor), ground transportation, meals, hotel room and laundry services, alcoholic beverages, local and long distance telephone calls, incidentals, gratuities, airline fees, fuel, surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are winner’s responsibility and must be paid by winner with a credit card at the time of
booking, where applicable. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

Winner and travel companions are responsible for procuring personal travel insurance prior to departure, if desired. Prize is non-transferable and cannot be redeemed for cash or credit, in whole or in part, for any destination. Any expenses not specified are the sole responsibility of the winner. Gift Card terms and conditions apply. Total ARV of all prizes in this Promotion is $16,725.84. No substitution, cash redemption or transfer of prize is permitted except at Sponsor’s sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes on the prize, and all other costs associated with acceptance or use of the prize are the sole responsibility of the winner. Arrangements for delivery of prize will be performed after winner validation. At Sponsor’s discretion, unclaimed prize may not be awarded.

8. **Conditions:** Promotion Administrator’s decisions are final in all matters relating to this Promotion, including but not limited to validation of the judging process. All potential winners (and/or their parent/legal guardian if a Minor) will be notified by telephone, email, regular mail or overnight mail, and will be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, and where lawful, a publicity release (collectively, the “Prize Claim Documents”) within 7 days. If Prize Claim Documents are not received by the date stated on the notification, or if any notification is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, or does not return such other releases as deemed necessary by Promotion Administrator, the potential winner will be disqualified and at Promotion Administrator’s discretion, an alternative potential winner may be selected based on the results of the original judging. Promotion Parties are not responsible for any change of email address, mailing address and/or telephone number of entrants. Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged or incomplete Entries or other communications, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind, including but not limited to human errors. Entries by automatic, programmed or like methods will be disqualified. Improper, incomplete, mutilated and ineligible Entries will be disqualified. Prize will be awarded only to an address within the 50 United States and the District of Columbia. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrants agree to be bound by these Official Rules and the decisions of the Promotion Administrator, which shall be final in all matters relating to the Promotion. If, in Promotion Administrator’s sole opinion, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promotion Administrator reserves the right to cancel, modify, suspend or terminate the Promotion in a manner deemed reasonable by the Promotion Administrator, at the Promotion Administrator’s sole discretion. If Sponsor or Promotion Administrator elects to cancel or terminate the Promotion, Sponsor will not retain any rights in the submitted Photographs. Promotion Administrator reserves the right to disqualify any individual who tampers with the entry process or the Website or acts in a disruptive or unfair manner. In the event of a dispute regarding the identity of the person submitting an Entry, Entries will be declared made by the person in whose name the Entry was submitted.

9. **Choice of Law and Jurisdiction:** This Promotion is offered only in the United States and the District of Columbia and is governed by the laws of the District of Columbia. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of: (a) the courts of the District of Columbia for any action, suit or proceeding arising out of or relating to this Promotion (excluding any action, suit or proceeding arising out of or relating to the receipt, possession, and/or use or misuse of any prize) and (b) the courts of the State of Florida for any action, suit or proceeding arising out of or relating to the receipt, possession, and/or use or misuse of any prize.

10. **Privacy:** The personal information collected through this Promotion is subject to Sponsor’s Privacy Policy located at http://www.nationalgeographic.com/community/privacy/. By entering this Promotion, you agree to the use of your personal information as described in the above Privacy Policy. In the event of any conflict between these Official Rules and Sponsor’s Privacy Policy, these Official Rules shall take precedence.

11. **Releases:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release, discharge and hold harmless Promotion Parties from and against any and all liability, loss, injuries or damages associated with participation in this Promotion or incurred with respect to the awarding, receipt,
possession, and/or use or misuse of any prize, or the use of any Photograph, video or other Entry; (b) that under no circumstances will an entrant be permitted to obtain awards for, and the entrant hereby waives all rights to claim (to the extent allowed by applicable law), punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs. Except where prohibited, by accepting prize, winner grants permission for Authorized Parties and their agents to use his/her name, video/photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

12. **Severability & Conflicts:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

13. **Winners’ List:** To view the winners’ list for this Promotion, please visit the Website. The winners’ list will be available after winner validation has been completed.

14. **Sponsor:** The Promotion is sponsored solely by National Geographic Partners, Washington D.C., 20036-4688, USA.

15. **Promotion Administrator:** The Promotion is administered by EngageSciences, 350 7th Ave, New York, NY 10001.

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